



Atty. Dkt. No. 047071-0107

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Harry A. ATWATER, Jr. et al.
Title: WAFER BONDED VIRTUAL
SUBSTRATE AND METHOD
FOR FORMING THE SAME
Appl. No.: 10/761,918
Filing Date: 1/20/2004
Examiner: Duy-Vu DEO
Art Unit: 1765
Confirmation Number: 4108

TERMINAL DISCLAIMER 1

Mail Box AF
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, California Institute of Technology, having its principal place of business at 1200 East California Boulevard, Pasadena, California, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application No. 10/761,918, filed 1/20/2004, which is a continuation-in-part of U.S. Patent Application No. 10/125,133, filed 4/17/2002, by virtue of an Assignment filed and recorded on 7/15/2004, on Reel/Frame 015566/0827, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Further, your Petitioner represents that it is the owner of U.S. Patent Application No. 11/004,808, filed 12/7/2004, which is a continuation of U.S. Patent Application No. 10/784,586, filed 2/23/2004, which is a continuation-in-part of U.S. Patent Application No. 10/761,918, filed 1/20/2004, which is a continuation-in-part of U.S. Patent

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Application No. 10/125,133, filed 4/17/2002, by virtue of an Assignment filed and recorded on 10/12/2004, on Reel/Frame 015238/0111, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, California Institute of Technology, hereby disclaims the terminal part of the term of any patent granted on U.S. Patent Application 10/761,918 which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application 11/004,808, and hereby agrees that any patent so granted on U.S. Patent Application 10/761,918 shall be enforceable only for and during such period that the legal title to any patent granted on U.S. Patent Application 11/004,808 shall be the same as the legal title to any patent granted on U.S. Patent Application 10/761,918, this agreement to run with any patent granted on U.S. Patent Application 10/761,918 and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on U.S. Patent Application 10/761,918, prior to the full statutory term of any patent granted on U.S. Patent Application 11/004,808 as defined in 35 U.S.C. §§154-156 and 173, in the event that any patent granted on U.S. Patent Application 11/004,808 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of any patent granted on U.S. Patent Application 11/004,808 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on U.S. Patent Application 10/761,918 that would extend beyond the present termination of any patent granted on U.S. Patent Application 11/004,808, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on U.S. Patent Application 10/761,918 to the extent provided by law.

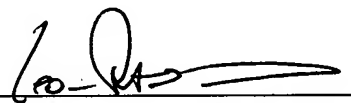
The undersigned, being the Attorney of Record for U.S. Patent Application 10/761,918, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to U.S. Patent Application 10/761,918 and any patent granted on U.S. Patent Application 11/004,808 rests with Petitioners, California Institute of Technology. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date

2/7/07

By



FOLEY & LARDNER LLP
Customer Number: 22428
Telephone: (202) 672-5300
Facsimile: (202) 672-5399

Leon Radomsky
Attorney for Applicant
Registration No. 43,445

NY #43445

PATENTS ONLY

Tab settings → → →

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Harry A. Atwater, Jr.
Anna Fontcuberta i Morral
James M. Zahler

Additional names(s) of conveying party(ies)

☐ Yes ☐ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 04/21/04; 04/19/04; 04/19/04

2. Name and address of receiving party(ies):

Name: California Institute of Technology

Internal Address:

Street Address: 1200 East California Boulevard

City: Pasadena

State: CA

ZIP: 91125

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/761,918

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel L. Dawes

Internal Address: MYERS DAWES ANDRAS &

SHERMAN LLP

Street Address: 19900 MacArthur Boulevard, Suite 1150

City: Irvine

State: CA

ZIP: 92612

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account 01-1960

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel L. Dawes

Name of Person Signing

Signature

July 14, 2004

Date

Total number of pages including cover sheet, attachments, and document:

4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

CIT.PAU.05a

ASSIGNMENT

CIT Case No. 3453-2

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S),

Harry A. Atwater Jr.

hereby sells, assigns and transfers to ASSIGNEE, California Institute of Technology, having its statewide administrative offices located at 1200 East California Boulevard, Pasadena, California 91125, and the successors, assigns and legal representatives of the ASSIGNEE, all of its rights, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled:

A Water Bonded Virtual Substrate and Method for Forming the Same

and which is found in

(a) ____ U.S. provisional application filed herewith and listing the above named persons as inventors

(b) ____ U.S. patent application filed herewith and listing the above named persons as inventors

(c) X U.S. application serial no. 10/761,918, filed on 01/20/2004

(d) ____ U.S. Patent No.: _____, issued _____

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension, conversion to 35 USC 111(a) or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all under all International Conventions for the Protection of Industrial Property;

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;


ASSIGNOR(S) further covenants that the ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

AND the ASSIGNOR(S) requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, California Institute of Technology.

executed this

19th day of April, 2004

Signature of Inventor(s)


Harry A. Atwater Jr.

BEST AVAILABLE COPY

ASSIGNMENT

CIT Case No. 3453-CIP

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S),

James M. Zahler

hereby sells, assigns and transfers to ASSIGNEE, California Institute of Technology, having its statewide administrative offices located at 1200 East California Boulevard, Pasadena, California 91125, and the successors, assigns and legal representatives of the ASSIGNEE, all of its rights, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled:

A Wafer Bonded Virtual Substrate and Method for Forming the Same

and which is found in

(a) ____ U.S. provisional application filed herewith and listing the above named persons as inventors

(b) ____ U.S. patent application filed herewith and listing the above named persons as inventors

(c) X U.S. application serial no. 10/761,918, filed on 01/20/2004

(d) ____ U.S. Patent No.: _____, issued _____

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension, conversion to 35 USC 111(a) or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all under all International Conventions for the Protection of Industrial Property;

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AND the ASSIGNOR(S) requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, California Institute of Technology.

executed this

Signature of Inventor(s)

21ST day of April, 20 04James M. Zahler**BEST AVAILABLE COPY**

ASSIGNMENT

CIT Case No. 3453-CIP

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S),

Anna Fontcuberta i Morral

hereby sells, assigns and transfers to ASSIGNEE, California Institute of Technology, having its statewide administrative offices located at 1200 East California Boulevard, Pasadena, California 91125, and the successors, assigns and legal representatives of the ASSIGNEE, all of its rights, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled:

A Wafer Bonded Virtual Substrate and Method for Forming the Same

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(c) X U.S. application serial no. 10/761,918, filed on 01/20/2004

(d) ____ U.S. Patent No.: _____, issued _____

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executed this

Signature of Inventor(s)

19th day of April, 2004

Anna Fontcuberta i Morral**BEST AVAILABLE COPY**

FORM PTO-1595 (modified)

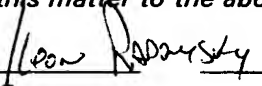
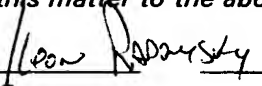
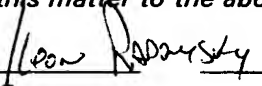
U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies): Harry A. Jr. ATWATER – October 9, 2004 James ZAHLER – October 6, 2004 Anna Fontcubera I MORRAL – October 6, 2004 Additional conveying party(ies) NO		2. Name and address of receiving party(ies): CALIFORNIA INSTITUTE OF TECHNOLOGY 1200 East California Blvd., Mail Code 210-85 Pasadena, California 91125 Additional name(s) & address(es) attached? NO				
3. Nature of conveyance: ASSIGNMENT Execution Date: Same as above						
4. Application number(s) or patent number(s): If this is being filed together with a new application, the execution date of the application is: <table border="0"> <tr> <td style="width: 50%;"> A. Patent Application Number(s): 10/784,586 </td> <td style="width: 50%;"> B. Patent Number(s): </td> </tr> </table> Additional numbers attached? NO				A. Patent Application Number(s): 10/784,586	B. Patent Number(s): 	
A. Patent Application Number(s): 10/784,586	B. Patent Number(s): 					
5. Name and address of party to whom correspondence concerning document should be mailed: Stephen B. Maebius FOLEY & LARDNER LLP Washington Harbour 3000 K Street, N.W., Suite 500 Washington, D.C. 20007-5143		6. Total number of applications/patents involved: 1 7. Total fee (37 C.F.R. § 3.41): \$40.00 Check Enclosed <input checked="" type="checkbox"/> Charge to deposit account 8. Deposit account number: 19-0741				
DO NOT USE THIS SPACE						
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.</i> <table border="0"> <tr> <td style="width: 40%;"> Stephen B. Maebius Name of person signing </td> <td style="width: 30%;">  Signature </td> <td style="width: 30%;"> October 12, 2004 Date </td> </tr> </table>				Stephen B. Maebius Name of person signing	 Signature	October 12, 2004 Date
Stephen B. Maebius Name of person signing	 Signature	October 12, 2004 Date				
Total number of pages including cover sheet, attachments, and document: 13						

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

California Institute of Technology
1200 East California Blvd., Mail Code 210-85
Pasadena, California 91125

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

WAFER BONDED EPITAXIAL TEMPLATES FOR SILICON HETEROSTRUCTURES

as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____
 ☒ Serial No. 10/784,586 Filed 2/23/2004

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 9th day of October, 2004.

State of California
County of Los Angeles) ss.

Harry A. Atwater, Jr.
HARRY A. ATWATER, Jr.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared HARRY A. ATWATER, Jr. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this _____ day of _____, 20____.

State of _____)
County of _____) ss.

JAMES ZAHLER

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared JAMES ZAHLER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this _____ day of _____, 20____.

Atty. Dkt. No. 047071-0109

ANNA FONTCUBERTA I MORRAL

State of _____)
County of _____)ss.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared ANNA FONTCUBERTA I MORRAL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

(Seal)

My Commission Expires: _____

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

California Institute of Technology
1200 East California Blvd., Mail Code 210-85
Pasadena, California 91125

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

WAFER BONDED EPITAXIAL TEMPLATES FOR SILICON HETEROSTRUCTURES

as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____,
 ☒ Serial No. 10/784,586 Filed 2/23/2004

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

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Executed this _____ day of _____, 20____.

State of _____)
) ss.
County of _____)

HARRY A. ATWATER Jr.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared HARRY A. ATWATER, Jr. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

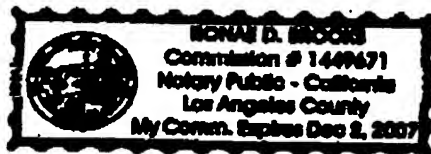
(Seal)

Executed this 6th day of October, 2004.

State of California)
County of Los Angeles) ss.

JAMES ZAHLER

On this 6 day of October, 2004, before me, a notary public in and for said county, appeared JAMES ZAHLER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Ronald D. Brooks
Notary Public

My Commission Expires: 12/2/07

Executed this _____ day of _____, 20____.

ANNA FONTCUBERTA I MORRAL

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared ANNA FONTCUBERTA I MORRAL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

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 ☐ executed on _____,
 ☒ Serial No. 10/784,586 Filed 2/23/2004

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this _____ day of _____, 20__.

HARRY A. ATWATER Jr.

State of _____)
County of _____) ss.

On this _____ day of _____, 20__, before me, a notary public in and for said county, appeared HARRY A. ATWATER, Jr. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this _____ day of _____, 20__.

JAMES ZAHLER

State of _____)
County of _____) ss.

On this _____ day of _____, 20__, before me, a notary public in and for said county, appeared JAMES ZAHLER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this 6th day of October, 2004.



ANNA FONTCUBERTA I MORRAL

State of _____)
County of _____) ss.

County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared ANNA FONTCUBERTA I MORRAL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

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